

DTEF SUBSTANCE ABUSE TREATMENT SERVICES
FOR MARICOPA COUNTY ADULT PROBATION DEPARTMENT

E-4

PRE-PROPOSAL CONFERENCE (NON MANDATORY)

AUGUST 12, 2002

9:00 A.M. (MST TIME)

101 W. JEFFERSON AVE., 3rd FLOOR

CORDOVA ROOM

PHOENIX, ARIZONA

PROPOSAL DEADLINE:

AUGUST 20, 2002

2:00 P.M. (MST)

125 W. WASHINGTON, GROUND LEVEL

PHOENIX, ARIZONA 85003

SPECIFICATIONS ON CALL FOR PROPOSAL FOR: **DTEF SUBSTANCE ABUSE TREATMENT SERVICES**

1.0 PURPOSE:

The purpose of this document is to define the general requirements for the Maricopa County Adult Probation Department (MCAPD), or other Judicial Unit agencies on an as needed basis.

2.0 SCOPE:

This document defines the basic services required, the proposal procedures and the evaluation and award criteria, and other factors pertinent to this proposal. The Contractor shall furnish all labor, materials, and equipment necessary to perform any work required.

3.0 INTENT:

It is the intent of the Judicial Branch Unit to procure the services of the most qualified firm(s). The Judicial Branch Unit reserves the right to award this contact in whole or in part to one or more vendors.

4.0 STANDARDS AND PRINCIPLES FOR ALL TREATMENT PROVIDERS:

4.1 BACKGROUND INFORMATION

- 4.1.1 The MCAPD believes treatment works when it is client-centered; driven by assessment; matched to specific client risk and need; research-based; and supported by thorough case management which addresses multiple client needs. The MCAPD is committed to: working collaboratively with Criminal Justice, treatment providers, and the community; quality programming by qualified staff; effectively using community resources; and continuous program evaluation and improvement. It is within this philosophy, that MCAPD seeks contract agencies to provide outpatient and intensive outpatient services in a variety of treatment modalities: 1) substance abuse education; 2) substance abuse treatment (standard outpatient and intensive outpatient models); 3) motivational enhancement (treatment preparation and commitment development); and 4) lapse/relapse prevention. Such services will be provided to eligible clientele who are referred by MCAPD.

4.2 MINIMUM STANDARDS

- 4.2.1 Per Administrative Order all agencies or organizations entering into contractual agreements with a participating court shall hold licenses issued by the Arizona Department of Health Services, Office of Behavioral Health Licensure. The participating court shall retain a copy of the agency or organization's most recent license.
- 4.2.2 Administration of the Drug Treatment and Education Fund shall be under the direction of the Administrative Director of the Courts, who is authorized to prescribe and adopt policies, procedures, guidelines, forms, and standards consistent with the law and these requirements, as necessary for the operation and administration of DTEF. The Administrative Director is authorized to monitor local DTEF programs and to inspect, audit (or have audited) the records of the Superior Court in any county, adult probation department or any subcontractor using DTEF funds.
- 4.2.3 Any subcontracts for services shall include provisions acknowledging the authority of the Administrative Director to conduct such inspections and audits.
- 4.2.4 **ALL clinical staff** providing services under this contract, employed by such agency or Organization shall be certified by one of the following accrediting bodies:
 - a. Arizona Board of Behavioral Health Examiners as a Certified Substance Abuse Counselor (CSAC), Certified Associate Counselor (CAC), Certified Professional Counselor (CPC);

- b. National Board of Certified Addictions Counselors as a certified alcohol and drug abuse counselor (CADAC);
 - c. National Accreditation of Alcohol and Drug Abuse Counselors (NCACI, NCACII, MAC);
 - d. Other professionally recognized substance-abuse counseling accreditation as approved by the Administrative Director.
- 4.2.5 **ALL** counselors who provide "direct services" (client contact) must possess at least a Bachelor's degree or higher in a behavioral health discipline and be certified by at least one of the accrediting bodies listed in 4.2.4 (a – d).
- 4.2.6 All Bachelor's level contract service providers who furnish direct services to probationers must have proof of a minimum of four (4) hours per month of clinical supervision by clinical staff who possess both the current substance abuse certification and a Master's Degree in a behavioral health discipline.
- 4.2.7 Vendors and vendor staff who are contracted for services shall not be employed with the MCAPD.
- 4.2.8 Private practitioners who are contracted for services shall not subcontract with others to perform contracted services, unless approved by the MCAPD.
- 4.2.9 Representative(s) of contract agencies will be required to attend at least one in-service workshop per year sponsored by the MCAPD, at no charge to the contractor. MCAPD personnel will conduct training after the award of the contract. Additional attendance may be requested. Providers will be required to attend:
- 4.2.9.1 Two (2) hours of training for Motivation Interviewing skills and
 - 4.2.9.2 Four (4) hours of training about Thinking Reports and The Franklin Reality Model.
- 4.2.10 Representative(s) of contract agencies will be required to participate in at least one Vendor Steering Committee meeting per quarter.
- 4.2.11 As Maricopa County has a diverse population covering a large geographic area and offenders have a variety of work schedules, the ability to provide services at multiple sites and times is preferred.
- 4.2.12 Contractor must have established workspace or a pending lease on the office space where the services are to be provided, prior to a contract being awarded. A site visit may be conducted to determine suitability of the office facilities for the intended services. A listing of sites must be included in the proposal.
- 4.2.13 Contractors are responsible for the provision of services to non-English speakers. Vendors that provide bilingual English-Spanish services are desired. Where special accommodations, such as interpreter services, will be required, with considerable additional cost to provide the services, contractors are to contact the MCAPD Contract Oversight Administrator. The MCAPD will consider the factors involved on a case-by-case basis, and determine the most effective, fiscally responsible approach. Alternatives may include, but are not limited to, referring the case to another DTEF provider, or arranging for a Court-contracted interpreter.

4.3 GENERAL SPECIFICATIONS FOR TREATMENT SERVICES

- 4.3.1 The provider shall employ treatment methods that are supported by current professional research and practice.
- 4.3.2 Providers shall develop written treatment plans based on the attitudes, needs and risks identified by the offender. The initial treatment plan shall be developed within 30 days of the initial intake session. The initial treatment plan shall be reviewed every 30 days during treatment. Treatment plans shall be

developed for each treatment modality and for each offender. Adult Probation's Contract Oversight Administrators will review the treatment plans periodically.

4.3.3 The Treatment plan shall:

4.3.3.1 Be individualized to meet the unique needs of the offender.

4.3.3.2 Identify issues to be addressed, the planned intervention strategies, the goals of treatment and goal achievement.

4.3.4 For each modality that your agency is willing to provide, please answer the following questions:

4.3.4.1 The agency's philosophy and approach to substance abuse treatment, its belief about how offenders change and how this will be incorporated into treatment activities. This should include what counseling theory supports your therapeutic services documented by applicable research.

4.3.4.2 The agency understands of the Cognitive Behavioral process and how this will be incorporated into treatment activities.

4.3.4.3 How the agency blends the use of the Cognitive Behavioral approach and 12-step or other models. Will your agency use cognitive tools such as Thought Reports and Franklin Reality Models and if so, how would these tools be incorporated into the therapeutic process?

4.3.4.4 Describe how the services in each modality will address all principles presented by "Best Practices" and MCAPD philosophy for treating substance-abusing offenders.

4.3.4.5 Describe and define specific outcomes that you have generated in past treatment services in working with substance abusing offenders and/or that outcomes you predict your agency will produce in contracted services.

4.3.4.6 Visual, auditory and kinesthetic activities and tools should be used to enhance multiple learning styles. How will different learning styles be addressed in programming by your agency?

4.3.4.7 If offering gender specific programming please state how the curriculum for this programming will be different from general programming and how it will be based on empirical data.

4.3.4.8 Describe how your agency ensures culturally/ethnic sensitive programming.

4.3.4.9 If offering bilingual programming, state how bilingual programming will be different from general programming and how it will be based on empirical data.

4.3.4.10 Please state the addresses of site(s), what services will be offered at each site and times/days of the week for each group.

4.3.4.11 State the minimum number of offenders needed to initiate and/or maintain group sessions. Providers need to notify authorized MCAPD personnel when group size falls below minimum expectations.

4.4 CONTRACT OVERSIGHT

4.4.1 Providers are to notify MCAPD Contract Oversight Administrators (COA's) of any and all material changes to personnel and program content related to the service contract. Notification for content changes must be made in advance of implementation and receive approval by identified MCAPD

personnel prior to implementation. Notification of staff changes must be made within 48 hours of predicted or actualized change(s).

- 4.4.2 In order to establish and maintain an atmosphere of committed cooperation and communication between MCAPD and its treatment providers, and in order to diminish the manipulative efforts of this type of offender:
 - 4.4.2.1 Authorized probation personnel will randomly attend group sessions as part of their supervision requirements and in order to emphasize to the offender that probation and providers work as part of a containment approach. Adult Probation staff will also randomly attend group sessions as part of contract oversight.
 - 4.4.2.2 Offenders will be required to sign an agreement of non-confidentiality with MCAPD for the duration of probation. In line with the containment approach, providers shall share any information with the probation officer regarding factors or developments, which will increase significantly the offender's, level of risk, jeopardize his/her probation, substantially affect his/her residential environment, substance use, or other factors. Probation Officers will communicate in kind. Therapists' shall be available for staffings as needed to further implement lines of communication.
- 4.4.3 Providers will maintain and provide monthly or more regular, as necessary, documentation of accurate attendance. Notification of absences will be made by phone to the client's assigned probation officer on the next working day after a missed session and documented on the client contact log provided by MCAPD.
- 4.4.4 Statistical reports are to be completed and submitted to MCAPD personnel as indicated by MCAPD. Outcome measures, financial reports, enrollment procedure, population served, treatment plans, and progress evaluation methods and measurements are some dynamics to be measured throughout the treatment and contract duration. Forms with specific variables to be measured will be provided by MCAPD.
- 4.4.5 All MCAPD probationer-related records must be made available for random audit purposes.
- 4.4.6 Providers shall submit monthly progress reports to identified MCAPD staff documenting attendance, homework completion, attitude, progress in treatment, future treatment plans, current payment status and any financial delinquencies. Forms for reporting progress will be provided by MCAPD.
- 4.4.7 If it is determined that an offender may be dismissed or discharged from group or discharged from treatment by the provider, the provider will notify MCAPD Contract Oversight Administrators about efforts to be made to remediate the offender prior to termination, if possible. Such notification must occur prior to termination unless infraction violates the safety and well being of the offender or others. **Providers cannot formally terminate clients from treatment services without prior authorization from MCAPD personnel.** If it is determined that termination is necessary, a discharge summary is to be submitted to identified MCAPD staff, within five (5) working days of dismissal
- 4.4.8 Clients will be mandated to attend the programs as a condition of probation. Providers are required to state program-based consequences for clients who choose not to comply with program criteria. Providers should document specific methods used to remediate clients to improve compliance and retention rates. Clients are to be informed of program-based consequences and the remediation process during the signing of the informed consent form.
- 4.4.9 Prior to the commencement of services under this contract, a full copy of the curriculum must be provided to MCAPD. Providers are to notify MCAPD's Contract Oversight Administrator within 48 hours of predicted or actualized material changes to program content. Curricula should describe in detail both facilitator and client roles and be written so that a substitute could facilitate the group effectively and as designed. The National Institute of Corrections can be contacted regarding further direction on curriculum at 800-995-6429 or possible examples include:

1. Options: Cognitive Change Program, John M. Bush and Brian Bilodeau
2. Strategies for Self Improvement and Change, Henry Milkman and Ken Wanberg
3. Can You Change, Henry Cellini with Tri-Corp.
4. CENAPS Model of Relapse Therapy, Terence Gorski, et. al
5. Helping Women Recover, Stephanie Covington

4.4.10 After the contract award, the provider is to submit full copies of the Facilitator guidebook. The Facilitator session guidebooks with specific session goals, materials needed and the subject matter to be presented need to be designed for each modality based on the empirically driven curriculum. These session plans need to be specific enough that a substitute facilitator can facilitate a session as designed. Client workbooks also need to be designed for each modality and should include homework assignments to be completed between sessions.

4.4.11 Curricula will contain an objective presentation of goals and objectives for each modality. Programming will encourage decreasing/stopping the use of substances, addressing criminogenic factors and enhance clients accepting responsibility for their offense(s).

4.5 DOCUMENTATION OF QUALIFICATIONS

4.5.1 Each Contractor must submit a copy of the diploma, a copy of the appropriate behavioral health license or certification, and a resume for each person who will be providing direct services to MCAPD referrals. The resume must include both education and work related experience. MCAPD retains the right to review all new employees prior to their provision of services to MCAPD referrals. Resumes for staff providing direct and/or supervisory services are to be included with the proposal as an attachment. In addition to the resumes, a listing or organizational chart should be submitted with the proposal outlining what services the staff would be providing.

4.5.2 Preference is given to counselors with documented experience in the assessment, group counseling, and treatment of relapsing substance abusing offenders and experience with using empirically validated methodology.

5.0 SPECIAL TERMS AND CONDITIONS

5.1 TERMS AND PAYMENTS

5.1.1 The MCAPD will assess probationers that are eligible to receive DTEF funded services for their financial ability to pay for participation in the drug treatment and education program pursuant to A.R.S. 13-901.01, and contractors shall include screening for Title 19 and Title 21 for probationers referred to community treatment providers.

5.1.2 Clients must provide a co-pay for services as per DTEF Administrative Order. Co-pays are to be collected by the contracting agency based on the offender's ability to pay. Offenders complete a payment ability form at the request of the assigned probation officer in order to determine the amount of co-pay. The co-pay is calculated as a percentage of the full price under this contract and will be determined by the MCAPD prior to the client's attendance in-group. Contractors are required to provide clients receiving services under this contract with a receipt for the amount of the co-pay and for the full cost of self-pay clients. A copy of the receipt is to be placed in the Client's file.

5.1.3 The contractor will follow the procedure for authorizing payment of services and subsequent billing as directed by the MCAPD. Documents necessary for payment must be submitted monthly and be received by MCAPD Oversight personnel by the 10th day of the month. Bills that are submitted after this deadline will not be processed until the following month. Bills that occur at the end of each fiscal year must be processed and forwarded to the MCAPD within 7 days of the end of the fiscal year. If not submitted within these time frames, payments could be delayed or not authorized for payment. Proper

completion of all forms will be required for payment. Referrals can be suspended or discontinued if compliance with billing is not maintained.

5.2 BACKGROUND CHECK

- 5.2.1 Employees of the Offeror who will or may have contact with probationers and /or probationer records pursuant to this contract will be required to submit a background check by the MCAPD. Background Investigations will be conducted for current employees and for those who begin employment with the offeror during the period of this contract. The background check (may) include a criminal records check. Offerors need only respond at this time with a statement of intent to comply.
- 5.2.2 The successful offeror will obtain signed background check release forms from employees who will or may have contact with probationers and/or probationers' records pursuant to this contract. The offeror is required to provide signed background release forms to MCAPD so that background checks can be conducted by MCAPD. Employees of the Offeror shall not have contact with probationers or records until MCAPD has completed the background investigation and determined that such contact is acceptable for purposes of this contract. An updated background check will be completed on every staff member utilized within the contract on an **annual** basis.
- 5.2.3 Offeror shall not employ any individual that has:
 - 5.2.3.1 Been convicted of or pled no contest to a violent crime or sexual offense, including preparatory offenses, in their lifetime, or
 - 5.2.3.2 Been convicted of or plead no contest to a Driving Under the Influence (DUI) offense or a fraud offense, including preparatory offenses, in the past five (5) years, or
 - 5.2.3.3 Is presently under any form of correctional supervision (including pretrial supervision, probation, parole, and community supervision) for any offense.

5.3 STAFF RESTRICTIONS

- 5.3.1 The Offeror and their employees shall:
 - a. Avoid compromising relationships with clients, subcontractors, team vendors, and probation staff.
 - b. Report any improprieties or the appearance thereof immediately to the MCAPD Contract Oversight Administrator.
 - c. Report any new criminal or civil actions, including any new arrests and/or convictions or any complaints filed with or actions taken by any regulatory board or agency, to the MCAPD Contract Oversight Administrator.
 - d. Failure to comply with the above terms and conditions could result in the termination of this contract.
- 5.3.2 The MCAPD reserves the right to remove any key personnel or subcontractor.

6.0 SUBSTANCE ABUSE TREATMENT INTRODUCTION:

Substance abuse treatment services are provided in both standard and intensive outpatient models. Standard outpatient services include: semi-weekly, outpatient group sessions that span a six month period of time. Intensive services offer more treatment duration during the six month period. All services must be provided to substance abusers, as referred by the MCAPD, using a cognitive behavioral relapse prevention model. Treatment models must be developed to the satisfaction of the MCAPD and meet all the criteria as contained in the proposal specification.

7.0 SUBSTANCE ABUSE TREATMENT - STATEMENT OF WORK:

7.1 SERVICES:

- 7.1.1 **Standard outpatient (SOP) services** will include 30 - 36 group therapy sessions. The treatment sessions will be provided in a non-residential setting, that consist of a minimum of one (1), 90 minute face-to-face group session per week with a maximum of 5 face-to-face contact hours per week. The preferred design includes two sessions per week for the first three months, and one session per week for an additional three months. The preferred approach utilizes a cognitive-behavioral relapse prevention model for substance abusers as referred by the MCAPD. Groups should be no more than 12 participants. Providers need to indicate desire to provide intensive services and agree to validation of placement by MCAPD differential assessment procedures.
- 7.1.2 If a client is determined to need **Intensive Outpatient (IOP) services**, providers will be compensated for up to 48 sessions. The treatment sessions will be provided in a non-residential setting, that consist of a minimum of two (2), 3-hour face-to-face group sessions or three (3), 2 hour face-to-face group sessions per week.
- 7.1.3 Treatment groups must be composed of substance abusers and attend to the criminogenic needs relating to individual offense patterns. We recommend formation of open groups for the program.

Each Substance Abuser receiving treatment should:

- 7.1.3.1 Accept responsibility for the offenses in which he/she was involved by learning how to identify and change thinking errors, cognitive distortions, mistaken beliefs minimization, and rationalizations.
- 7.1.3.2 Prepare an autobiography in which the offender understands and describes explicitly the sequence of thoughts, feelings, events, and circumstances which make up chemical use and criminal offense behavior patterns.
- 7.1.3.3 Learn how to intervene in or break into substance use and offense patterns at the earliest possible moment.
- 7.1.3.4 Learn how to call upon the appropriate methods, tools or procedures learned as coping responses to suppress, control, and cease inappropriate behavior.
- 7.1.3.5 Learn to identify specific high-risk situations for potential lapse or relapse in substance use and criminal behavior. Clients to experience alternative coping responses using cognitive behavioral techniques.
- 7.1.3.6 Engage in a re-education and re-socialization process in order to: learn new social skills to cultivate satisfying, socially acceptable behavior; acquire a positive self-concept; and develop new attitudes and expectations.
- 7.1.3.7 Prepare Thinking Reports and Franklin Reality Models following Adult Probation guidelines.
- 7.1.4 The above should include curriculum-based homework requirements which the counselor will use in determining the offender's progress.
- 7.1.5 Counseling staff to conduct ongoing biopsychosocial assessment of participants to indicate changes & progress during treatment period. Initial differential assessment procedures will include instrumentation provided by MCAPD personnel. Reporting protocol will be established in a cooperative effort with provider and MCAPD personnel at the onset of contract period. MCAPD will compensate provider for the differential assessment procedure at a flat rate of **\$30.00** per client in treatment. The assessment will act as a validation of screening and placement results, determine treatment planning, and provide pre-test information. A cooperative review of the assessment and reporting process will occur semi-annually with necessary revisions occurring only after approval and authorization by MCAPD personnel.

8.0 LAPSE/RELAPSE PREVENTION INTRODUCTION:

Lapse/Relapse Prevention encompasses several cognitive-behavioral strategies that facilitate abstinence as well as provide assistance to people who have relapsed. Cognitive-behavioral strategies are based on the theory that learning processes play a critical role in the development of maladaptive behavior patterns. Individuals learn how to identify and correct problematic behaviors. Contractors will provide, semi-weekly, counseling to Lapse/Relapse Prevention groups comprised of substance abusers, as referred by the MCAPD, using a cognitive behavioral relapse prevention model. The model must be developed to the satisfaction of MCAPD and meet all the criteria as contained in the proposal specification.

9.0 LAPSE/RELAPSE TREATMENT - STATEMENT OF WORK:

9.1 SERVICES:

Each applicant shall provide a proposal for services that includes methods to:

- 9.1.1 Provide semi-weekly Lapse & Relapse Groups using a cognitive-behavioral relapse prevention model for criminal offenders as referred by the MCAPD. Groups should be no more than 12 in number, and be 90 to 120 minutes in length. Treatment duration is expected to not exceed 16 sessions per client, as this modality is considered an adjunctive intervention to substance abuse treatment services, or as a short-term intervention for discovered substance use.
- 9.1.2 Treatment groups must be composed of substance abusers, be Lapse/Relapse specific, and include homework and auxiliary services (i.e. support group meeting attendance). Groups must be facilitated by use of a structured curriculum, containing a facilitator's guide and a client workbook. We recommend formation of open groups for the program.

Each substance abuser receiving treatment should:

- 9.1.2.1 Complete relapse assessment procedures at intake and at completion of treatment as directed by MCAPD outcome measurement protocol.
- 9.1.2.2 Identify specific high-risk situations that contributed to the lapse or relapse and accept responsibility for the Lapse and/or Relapse Behavior by learning how to identify and change thinking errors, cognitive distortions, mistaken beliefs, minimization, and rationalizations.
- 9.1.2.3 Receive education on symptomology, warning signs, and triggers for lapses and the transition process in moving from a lapse to a relapse.
- 9.1.2.4 Express understanding of personal warning signs, triggers, expectations, thoughts, feelings, and specific events that results in lapse and/or relapse behavior. Actively participate in cognitive-behavioral intervention activities.
- 9.1.2.5 Participate in weekly role-plays and other experiential activities for offenders to explore high risk situations, and to practice alternative coping responses.
- 9.1.2.6 Develop a specific Relapse Prevention action plan with individual offenders and establish protocol for ensuring success in meeting stated objectives.

10.0 MOTIVATIONAL ENHANCEMENT TRAINING INTRODUCTION:

Motivational Enhancement Training is a client-centered counseling approach for initiating behavior change by helping clients resolve ambivalence about engaging in treatment and stopping drug use. This approach employs strategies to evoke rapid and internally motivated change in the client, rather than guiding the client stepwise through the recovery process. Motivational Interviewing principles are used to strengthen motivation and build a plan for change. Coping strategies for high-risk situations are suggested and discussed with the client. Contract agencies will provide semi-weekly, outpatient group activity and curriculum based educational services for criminal offenders referred by the

MCAPD. The program must be developed to the satisfaction of the MCAPD and meet all the criteria as contained in the proposal specification.

11.0 MOTIVATIONAL ENHANCEMENT TRAINING - STATEMENT OF WORK:

11.1 PARAMETERS:

- 11.1.1 Groups must be composed of substance abusers who have been assessed as being ambivalent about engaging in treatment, stopping drug use and not amenable for more intensive treatment programming or have demonstrated an inability to commit to treatment objectives in other MCAPD sponsored programs.
- 11.1.2 Providers are to facilitate semi-weekly sessions of motivational training service over an 8-week period of time to referred clientele. Groups should be no more than 12 clients in session, and be 90 to 120 minutes in length. Duration is expected to not exceed 16 sessions per client, as this modality is considered a prepatory intervention to either standard or intensive substance abuse treatment services. We recommend formation of open groups for the program.
- 11.1.3 Each substance abuser receiving Motivational Enhancement treatment should, accept responsibility for changing his/her motivation and behavior by learning how to identify and change attitudinal, physical, psychological, and intellectual factors that contributes to resistance and barriers to change. This should include curriculum-based homework requirements, which the facilitator will use in determining the defendant's progress.

11.2 SERVICES:

Each applicant shall provide a proposal for services that includes methods to:

- 11.2.1 Facilitate a learning environment whereby clients are:
 - 11.2.1.1 Provided an objective presentation of goals, objectives & contrasting behavior and/or attitudes;
 - 11.2.1.2 Presented with cognitive-behavioral strategies to challenge current thinking & feeling about change;
 - 11.2.1.3 Assisted in developing their own ambivalence & discrepancy regarding change factors and;
 - 11.2.1.4 Taught skills to enhance self-efficacy necessary to make initial commitments to change.
- 11.2.2 Educate client's regarding:
 - 11.2.2.1 The Stages of Change process (Prochaska, DiClemente, & Norcross, 1992);
 - 11.2.2.2 Motivation types and strategies;
 - 11.2.2.3 Goal setting and attainment;
 - 11.2.2.4 Skill development through insight & awareness enhancement, problem solving, decision making, and communicating needs and desires; and
 - 11.2.2.5 Developing commitment via behavioral contracting.
- 11.2.3 Provide objective counseling & training services that allow clients to identify personal resistance, barriers, and challenges to change.
- 11.2.4 Provide specific, individualized treatment plans that identify objectives to overcome barriers to change.
- 11.2.5 Re-assess clients through activities that measure change in offender's amenability and/or commitment to the outpatient treatment process.

12.0 SUBSTANCE ABUSE EDUCATION INTRODUCTION:

Substance Abuse Education involves curriculum-based didactic and lecture activity facilitated in a healthy and pro-social learning environment. Programming is to be developed to the satisfaction of the MCAPD and meet all the criteria as contained in the proposal specification.

13.0 SUBSTANCE ABUSE EDUCATION - STATEMENT OF WORK:

13.1 PARAMETERS:

- 13.1.1 Educational classes may be facilitated with group sizes up to 30 persons to one facilitator; however, applicants need to describe the group process and activities that are amenable to large group sizes in a proposal for services. We recommend formation of open groups for the program.
- 13.1.2 Each applicant must provide a proposal identifying the components of the education program to be delivered. The proposal should include a structure for class content, length of class time, and the number of sessions for each component. Intervention services can range from two (2) to twelve (12) sessions with a maximum of sixteen (16) group hours.
- 13.1.3 A Skills Competency Pre-and Post-test should be included in the proposal with a procedure for submitting results to identified MCAPD personnel. A cooperative review of the reporting process will occur on a semi-annual basis with revisions occurring only after approval and authorization by MCAPD.
- 13.1.4 Providing agencies are encouraged to involve family and pro-social support persons in the education process.

13.2 SERVICES:

Each applicant shall provide a proposal for services that includes methods for:

- 13.2.1 Facilitating educational classes based on empirically validated subject matter to substance abusers placed on probation in Maricopa County. Please describe the content for each topic below and how it will be presented in sessions.

The classes should include but would not necessarily be limited to the following areas:

- . Chemical Disposition
- . Pharmacology of substance use, abuse, and addiction
- . Lifestyle consequences
- . Emotional impact of substance use, abuse & addiction
- . Coping skills training
- . Problem solving instruction
- . Treatment process
- . Relapse prevention
- . Abstinence maintenance training

14.0 CONTRACT TERMS & CONDITIONS:

14.1 LANGUAGE REQUIREMENTS CONTRACTS:

Contractors signify their understanding and agreement by signing this document, that the Contract resulting from this proposal will be a requirements contract. However, this Contract does not guarantee that any purchases will be made. It only indicates that if purchases are made for the services contained in this Contract, that they will be purchased from the Contractor awarded that item. Orders will only be placed when a need is identified by a Using Agency or Department and proper authorization and documentation have been approved.

14.2 CONTRACT LENGTH:

This Request for Proposals is for awarding a firm fixed price contract to cover a **two (2)** year period.

14.3 OPTION TO EXTEND:

The Judicial Branch Unit may, at its option and with the approval of the Contractor, extend the period of this agreement up to a maximum of **two (2)**, one (1) year options. The Contractor shall be notified in writing by the Judicial Branch Unit of its intention to extend the contract period at least thirty- (30) calendar days prior to the expiration of the original contract period.

14.4 ESCALATION:

Any requests for price adjustments must be submitted to the Judicial Branch Unit or its designee thirty- (30) days prior to the Contract renewal date. Justification for the requested adjustment in cost of labor and/or materials must be accompanied by appropriate documentation. Escalation shall not exceed the increase in the U.S. Department of Labor (Bureau of Labor Statistics) Consumer Price Index for Urban Consumers. Increases shall be approved in writing by the Judicial Branch Unit or its designee, prior to any adjusted invoicing submitted for payment.

14.5 UNCONDITIONAL TERMINATION FOR CONVENIENCE:

The Judicial Branch Unit reserves the right to terminate the Contract in whole or in part at anytime when in the best interests of the Judicial Branch Unit, without penalty or recourse. Upon receipt of the written notice, the Contractor shall immediately stop all work, as directed in the notice, notify all subcontractors of the effective date of the termination and minimize all further costs to the Judicial Branch Unit. In the event of termination under this paragraph, all documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the Judicial Branch Unit. The Contractor shall be entitled to receive just and equitable compensation for work in progress, work completed and materials accepted before the effective date of the termination.

14.6 DEFAULT:

The Judicial Branch Unit may suspend, terminate, or modify this contract immediately upon written notice to the Contractor in the event of a nonperformance of stated objectives or other material breach of contractual obligations; or upon the happening of any event which would jeopardize the ability of the Contractor to perform any of its contractual obligations. The Judicial Branch Unit reserves the right to have service provided by other than the Contractor if the Contractor is unable or fails to provide requested service within the specified time frame.

14.7 TERMINATION FOR DEFAULT

If the Contractor should persistently or repeatedly refuse or should fail, (except in cases for which extension of time is provided), to provide enough properly skilled workers or proper materials, persistently disregard laws and ordinances, or not proceed with work, or otherwise be guilty of a substantial violation of any provision of this agreement, then the Judicial Branch Unit may terminate this Agreement. Prior to termination of this Agreement, the Judicial Branch Unit shall give the Contractor five (5) business days written notice. Upon receipt of such termination notice, the Contractor shall be allowed five (5) business days to cure such deficiencies.

14.8 ORGANIZATION - EMPLOYMENT DISCLAIMER:

The Contract is not intended to constitute, create, give rise to or otherwise recognize a joint venture agreement or relationship, partnership or formal business organization of any kind, and the rights and obligations of the parties shall be only those expressly set forth in the Contract.

The parties agree that no persons supplied by the Contractor(s) in the performance of obligations under the agreement are considered to be the Judicial Branch Unit employees, and that no rights of Judicial Branch Unit, civil service, retirement, or personnel rules accrue to such persons. The Contractor(s) shall have total responsibility for all salaries, wages, bonuses, retirement withholdings, workmen's compensation, other employee benefits and all taxes and premiums appurtenant thereto concerning such persons, and shall save and hold the Judicial Branch Unit harmless with respect thereto.

14.9 STATUTORY RIGHT OF CANCELLATION FOR CONFLICT OF INTEREST:

Notice is given that pursuant to A.R.S. § 38-511 the State of Arizona may cancel this Contract without penalty or further obligation within three years after execution of the contract, if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the State of Arizona is at any time while the Contract or any extension of the Contract is in effect, an employee or agent of any other party to the Contract in any capacity or consultant to any other party of the Contract with respect to the subject matter of the Contract. Additionally, pursuant to A.R.S. § 38-511 the State of Arizona may recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the State of Arizona from any other party to the contract arising as the result of the contract.

14.10 INDEMNIFICATION:

To the fullest extent permitted by law, the Contractor shall defend, indemnify and hold harmless the Judicial Branch Unit and the State of Arizona, its Agents, Representatives, Officers, Directors, Officials and Employees from and against all claims, damages, losses and expenses (including but not limited to attorney fees, court costs, and the cost of appellate proceedings) relating to, arising out of, or alleged to have resulted from the acts, errors, mistakes, omissions, work or services of the Contractor, its Employees, Agents, or any tier of Subcontractors in the performance of this Contract. Contractor's duty to defend, hold harmless and indemnify the Judicial Branch Unit and the State of Arizona, its agents, representatives, officers, directors, officials and employees shall arise in connection with any claim damage, loss or expense that is attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of property including loss of use resulting there from, caused by any acts, errors, mistakes, omissions, or work to services in the performance of this Contract including any employee of the Contractor or any tier of subcontractor or any other person for whose acts, errors, mistakes, omissions, work or services the Contractor may be legally liable.

The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

14.11 INSURANCE REQUIREMENTS:

General Clauses. The Contractor, at its own expense, shall purchase and maintain the minimum insurance specified below with companies duly licensed, with a current A.M. Best, Inc. Rating of A VII or better, and approved and licensed by the State of Arizona Department of Insurance.

Additional Insured. The insurance coverage, except Workers' Compensation and Professional Liability, required by this Contract, shall name the Judicial Branch Unit and the State of Arizona, its agents, representatives, officers, directors, officials and employees as Additional Insured.

Coverage Term. All insurance required herein shall be maintained in full force and effect until all work or service required to be performed or goods to be supplied under the terms of the Contract is satisfactorily completed and formally accepted; failure to do so may, at the sole discretion of the Judicial Branch Unit, constitute a material breach of this Contract.

Primary Coverage. The Contractor's insurance shall be primary insurance as respects the Judicial Branch Unit, and the State of Arizona and any insurance or self insurance maintained by the Judicial Branch Unit shall not contribute to it.

Claim Reporting. Any failure to comply with the claim reporting provisions of the policies or any breach of a policy warranty shall not affect coverage afforded under the policies to protect the Judicial Branch Unit.

Waiver. The policies, except Workers' Compensation, shall contain a waiver of transfer rights of recovery (subrogation) against the Judicial Branch Unit, its agents, representatives, directors, officers, and employees for any claims arising out of the Contractor's work or service.

Deductible/Retention. The policies may provide coverage, which contain deductibles. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to the Judicial Branch Unit under such policies. The Contractor shall be solely responsible for the deductible and/or self-insured retention.

Copies of Policies. The Judicial Branch Unit reserves the right to request and to receive, within 10 working days, certified copies of any or all of the above policies and/or endorsements. The Judicial Branch Unit shall not be obligated, however, to review same or to advise Contractor of any deficiencies in such policies and endorsements, and such receipt shall not relieve Contractor from, or be deemed a waiver of, The Judicial Branch Units' right to insist on strict fulfillment of Contractor's obligations under this Contract.

Commercial General Liability. Contractor shall maintain Commercial General Liability insurance with a limit of not less than \$1,000,000 for each occurrence with a \$2,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products, completed operations, and blanket contractual covering, but not limited to the liability assumed under the indemnification provisions of this Contract which Coverage will be at least as broad as Insurance Service Office, Inc. Policy Form CG 00011093 or any replacements thereof. The Commercial General Liability additional insured endorsement will be at least as broad as the Insurance Service Office, Inc. Additional Insured, Form B, and CG 20101185.

Such policy shall contain a severability of interest provision, and shall not contain a sunset provision or commutation clause, or any provision which would serve to limit third party action over claims.

Automobile Liability. Contractor shall maintain Commercial/Business Automobile Liability insurance with a combined single limit for bodily injury and property damage of not less than \$1,000,000 each occurrence with respect to the Contractor's owned, hired, and non-owned vehicles assigned to or used in performance of the Contractor's work or services. Coverage will be at least as broad as coverage code 1, "any auto" (Insurance Service Office, Inc. Policy Form CA 00011293, or any replacements thereof).

Workers' Compensation. The Contractor shall carry Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor's employees engaged in the performance of the work or services; and Employer's Liability insurance of not less than \$500,000 for each accident, \$500,000 disease for each employee, and \$1,000,000 disease policy limit.

In case any work is subcontracted, the Contractor will require the Subcontractor to provide Worker's Compensation and Employer's Liability to at least the same extent as required by this Contract of the Contractor.

Professional Liability. The Contractor retained by the Judicial Branch Unit to provide the work or service required by this Contract will maintain Professional Liability insurance covering errors and omissions arising out of the work or services performed by the Contractor or any person employed by the Contractor, with a limit of not less than \$1,000,000 each claim and an aggregate limit of \$3,000,000.00.

14.12 CERTIFICATES OF INSURANCE:

Prior to commencing work or services under this Contract, Contractor shall furnish the Judicial Branch Unit with Certificates of Insurance or formal endorsements, as required by the contract, issued by Contractor's insurer(s), as evidence that policies providing the required coverage, conditions and limits required by this Contract are in full force and effect.

In the event, any insurance policy (ies) required by this Contract is (are) written on a "claims made" basis, coverage shall extend for two years past completion and acceptance of the work or services and as evidenced by annual Certificates of Insurance.

14.13 CANCELLATION AND EXPIRATION NOTICE:

Insurance evidenced by this Certificate shall not expire, be cancelled, or materially changed without fifteen (15)-business days prior written notice to the Judicial Branch Unit. If a policy does expire during the life of the contract, a renewal Certificate must be sent to the Judicial Branch Unit fifteen (15) business days prior to the expiration date.

14.14 OFFSET FOR DAMAGES:

In addition to all other remedies of Law or Equity, the Judicial Branch Unit may offset from any money due to the Contractor any amounts Contractor owes to the Judicial Branch Unit for damages resulting from breach or deficiencies in performance under this contract.

14.15 ADDITIONS/DELETIONS OF SERVICE:

The Judicial Branch Unit reserves the right to add and/or delete non-material obligations to this contract. Should a Contractor's obligation be deleted, payment to the Contractor will be reduced proportionally, to the amount of performance reduced in accordance with the proposal price. Should additional obligations be added to this contract, prices for such additions will be negotiated between the Contractor and the Judicial Branch Unit.

14.16 ASSIGNMENT OR SUBCONTRACTING:

Neither this Contract, nor any portion thereof, may be assigned by Contractor without the written consent of the Judicial Branch Unit first having been obtained. Any attempt by the Contractor to assign or subcontract any performance of this Contract, without the written consent of the Judicial Branch Unit, shall be null and void and shall constitute a breach of this Contract.

The subcontractor's rate for the job shall not exceed that of the Prime Contractor's rate, as proposal in the pricing section, unless the Prime Contractor is willing to absorb any higher rates. The Subcontractor's invoice shall be invoiced directly to the prime contractor, who in turn shall pass-through the costs to the Judicial Branch Unit, without mark-up. A copy of the Subcontractor's invoice must accompany the Prime Contractor's invoice.

14.17 AMENDMENTS:

All amendments to this contract must be in writing and signed by both parties.

14.18 CONFORMATION WITH THE LAW:

This service shall be accomplished in conformity with the laws, ordinances, rules, regulations and zoning restrictions of the United States of America, the State of Arizona, the Judicial Branch Unit, the City of Phoenix and the Judicial Court system.

14.19 CONTRACT COMPLIANCE MONITORING:

The Judicial Branch Unit and Purchasing shall monitor the Contractor's compliance with, and performance under, the terms and conditions of the Contract. The Contractor shall make available for inspection and/or copying by the Judicial Branch Unit, all records and accounts relating to the work performed or the services provided in this Contract.

14.20 RETENTION OF RECORDS:

Pursuant to A.R.S. §35-214 and 35-215, the Contractor shall retain and shall contractually require each subcontractor to retain all data, books and other records ("records") relating to this Contract for a period of five years after completion of the Contract. All records shall be subject to inspection and audit by the Judicial Branch Unit at reasonable times. Upon request, the Contractor shall produce the original of any or all such records.

The Judicial Branch Unit may at reasonable times inspect or cause to be inspected the part of the plant or place of business of a contractor or any subcontractor which is related to the performance of any contract or proposed contract.

A Judicial Branch Unit may, at reasonable times and places, audit or cause to be audited the books and records of any person who submits cost or pricing data as provided in these rules to the extent that the books and records relate to the cost or pricing data. Any person who receives a contract, change order, or contract modification for which cost or pricing data is required shall maintain the books and records that relate to the cost or pricing data for five years from the date of final payment under the contract, unless a shorter period is otherwise authorized in writing by the respective designee of the Judicial Branch Unit.

A Judicial Branch Unit is entitled to audit, or cause to be audited, the books and records of a contractor or any subcontractor under any contract or subcontract to the extent that the books and records relate to the performance of the contract or subcontract. The books and records shall be maintained by the contractor for a period of five years from the date of final payment under the prime contract and by the subcontractor for a period of five years from the date of final payment under the subcontract, unless a shorter period is otherwise authorized in writing by the respective designee of the Judicial Branch Unit.

14.21 ADEQUACY OF RECORDS

If the Contractor's books, records and other documents relevant to this Contract are not sufficient to support and document that allowable services were provided to eligible offenders the Contractor shall reimburse the Judicial Branch Unit for the services not so adequately supported and documented.

14.22 AUDIT DISALLOWANCES

If, at any time, it is determined by the Judicial Branch Unit that a cost for which payment has been made is a disallowed cost, the Judicial Branch Unit shall notify the Contractor in writing of the disallowance and the required course of action, which shall be at the option of the Judicial Branch Unit either to adjust any future claim submitted by the Contractor by the amount of the disallowance or to require repayment of the disallowed amount by the Judicial Branch Unit, forthwith issuing a check payable to Judicial Branch Unit.

14.23 P.O. CANCELLATION LANGUAGE:

The Judicial Branch Unit reserves the right to cancel Purchase Orders within a reasonable period of time after issuance. Should a Purchase Order be canceled, the Judicial Branch Unit agrees to reimburse the contractor but only for actual and documentable costs incurred by the Contractor due to and after issuance of the Purchase Order. The Judicial Branch Unit will not reimburse the Contractor for any costs incurred after receipt of the Judicial Branch Unit notice of cancellation, or for lost profits, shipment of product prior to issuance of Purchase Order, etc. Contractors agree to accept verbal notification of cancellation from the Judicial Branch Unit, with written notification to follow. By submitting a bid/proposal in response to this solicitation, the Contractor specifically acknowledges to be bound by this cancellation policy.

14.24 RIGHTS IN DATA

The Judicial Branch Unit shall have the use of data and reports resulting from this Contract without additional cost or other restriction except as may be established by law or applicable regulation. Each party shall supply to the other party, upon request, any available information that is relevant to this Contract and to the performance hereunder.

14.25 SECURITY AND PRIVACY:

The Contractor agrees that none of its officers or employees shall use or reveal any research or statistical information furnished by any person and identifiable to any specific private person for any purpose other than the purpose for which it was obtained. Copies of such information shall not, without the consent of the person furnishing such information, be admitted as evidence or used for any purpose in any action, suit, or other judicial or administrative proceedings, unless ordered by a court of competent jurisdiction. The Judicial Branch Unit shall be notified immediately upon receipt of any such order of court, pertaining to production of such information.

The Contractor shall incorporate the foregoing provisions of this paragraph in all of its authorized subcontracts.

14.26 SEVERABILITY:

Any provision of this contract, which is determined to be invalid, void, or illegal, shall in no way affect, impair, or invalidate any other provision hereof, and remaining provisions shall remain in full force and effect.

14.27 VALIDITY:

The invalidity, in whole or in part, of any provision of this Contract shall not void or affect the validity of any other provision of this Contract.

14.28 CONTRACTOR RESPONSIBILITY:

The Contractor will be responsible for all damages whatsoever to the Judicial Branch Unit property as applicable when such property is the responsibility or in the custody of the Contractor, its Employees or Subcontractors.

Contractor agrees that all Subcontractors performing work under this Contract shall comply with its provisions and it is expressly understood that all persons employed by the Contractor, either directly or indirectly, shall be considered employees of the Contractor, and not employees of the Judicial Branch Unit.

Contractor acknowledges and agrees that it is liable and responsible for any act or omission by the Contractor, its employees, agents, officers, representatives, and subcontractors occurring in the course of Contractor's performance of this Contract, without regard to where such act or omission occurs. Contractor shall be liable for any loss or damage arising out of or related to Contractor's performance of this contract, without regard to where such act or omission occurs. Contractor shall bear the above stated liability, even in absence of its own negligence, unless the Judicial Branch Unit's actions caused the loss or damage (i.e., if regulation, but damage occurs, Contractor is responsible for such damages.) Contractor shall bear the above stated liability, consequential, incidental, direct, and indirect damages, and shall be liable for all costs, including attorney's fees, incurred by the Judicial Branch Unit to enforce this provision.

14.29 FAILURE TO PROVIDE SERVICES:

The Judicial Branch Unit reserves the right to have the services provided or goods supplied by persons or entities other than the Contractor, if the Contractor is unable to or fails to provide requested services or fails to supply the goods in accordance with the terms of the contract, or otherwise, within the specified time frame.

14.30 DELIVERY:

It shall be the Contractor's responsibility to meet the Judicial Branch Unit's delivery requirements, as called for in the Technical Specifications. The Judicial Branch Unit reserves the right to obtain material on the open market in the event the Contractor fails to make delivery and any price differential will be charged against the Contractor.

14.31 PRICE REDUCTIONS:

By submitting a proposal in response to this solicitation, Contractor's agree to guarantee that the Judicial Branch Unit is receiving the lowest price offered by your company to other customers for similar services at comparable volumes in a similar geographic area. If at any time during the contract period your company offers a lower price to another customer and notification not be made of price reductions, upon discovery the Judicial Branch Unit shall reserve the right to take any or all of the following actions:

14.31.1 Cancel the Contract, if it is currently in effect.

14.31.1.1 Determine the amount which the Judicial Branch Unit was overcharged and submit a request for payment from the Contractor for that amount.

14.31.2 Take the necessary steps to collect any performance surety provided on the applicable contract.

14.32 CHANGES:

The Judicial Branch Unit may require non-material changes in the scope of the services to be performed by the Contractor hereunder. All such changes, which are mutually agreed upon by and between all the parties, shall be incorporated in written amendments to this Contract. All such amendments shall state any increase or decrease in the amount of the compensation due to the Contractor for the change in scope.

14.33 EMPLOYEE RESPONSIBILITY

No responsibility will attach to a Judicial Branch Unit employee for the premature opening of a proposal not properly addressed and identified in accordance with the proposal documents.

14.34 COST OR PRICING DATA:

For purposes of Judicial Procurement Code, Section 7.01, and where applicable and not inconsistent with these rules the provisions of A.R.S. §41-2501 through §41-2591 Chapter 251, Laws of 1984, may be applied.

14.35 NON-AVAILABILITY OF FUNDS:

Every payment obligation of the Judicial Branch Unit under this Contract is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. If funds are not allocated and available for the continuance of this Contract, this Contract may be terminated by the Judicial Branch Unit at the end of the period for which funds are available. No liability shall accrue to the Judicial Branch Unit in the event this provision is exercised and the Judicial Branch shall not be obligated or liable for any future payment or for any damages as a result of termination, under this paragraph.

14.36 THIRD PARTY ANTITRUST VIOLATIONS

The Contractor assigns to the Judicial Branch Unit any claim for overcharges resulting from antitrust violations to the extent that such violations concern materials or services supplied by the third parties to the Contractor toward fulfillment of this Contract.

14.37 APPLICABLE LAW:

This Contract shall be governed and interpreted by the laws of the State of Arizona, including the procurement rules for the Judicial Branch (Supreme Court of Arizona Administrative Rule 98-10 as amended by Administrative Rule 2000-071).

14.38 DISPUTE RESOLUTION

If there is a dispute between the successful vendor and the Court involving documents, the document highest in precedence will govern the order of precedence, with First being the highest is:

First:	The Contract with the successful vendor.
Second:	The Request for Proposal documents including any addenda or written clarifications.
Third:	Vendor's Proposal response.

Protest and contract disputes shall be handled in the following fashion. In the event a dispute arises concerning the proposal process prior to the award of the contract, the party wishing resolution of the dispute shall submit a request in writing to the Purchasing Administrator. The Purchasing Administrator shall have ten (10) days to consider the request and respond in writing. Failure to do so waives any objection. The Chief Deputy Court Administrator shall consider any matter appealed at a hearing within thirty (30) days should the protestor choose to appeal the decision of the Purchasing Administrator. The Chief Deputy Court Administrator with respect to matters of fact is final.

14.39 STOP WORK ORDER

14.39.1 The Judicial Branch Unit may, at any time, by written order to the Contractor, require the Contractor to stop all or any part of the work called for by this Contract for a period of ninety (90) days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage.

14.39.2 If a stop work order issued under this section is cancelled or the period of the order or any extension expires, the Contractor shall resume work. The Procurement Officer shall make an equitable adjustment in the delivery schedule or Contract price, or both, and the Contract shall be amended in writing accordingly.

15.0 ADMINISTRATIVE INFORMATION:

15.1 SCHEDULE OF EVENTS:

Request for Proposals Issued: July 25, 2002.

Deadline for submission of proposals, 2:00 P.M., MST on August 20, 2002. All proposals must be received before 2:00 P.M. on above date at Superior Court, Purchasing Department, 125 W. Washington, Ground Level, Phoenix, Arizona 85003.

Proposed review of proposals: August 20, 2002 through September 3, 2002

Proposed selection and negotiation: September 5 2002

Proposed award of proposal: September 13, 2002

All responses to this proposal become the property of Superior Court and (other than pricing) will be held confidential, to the extent permissible by law. The Court will not be held accountable if material from proposal responses is obtained without the written consent of the proposer by parties other than the County.

15.2 **THERE WILL BE A NON-MANDATORY PRE-PROPOSAL CONFERENCE ON AUGUST 12, 2002 AT THE CORDOVA ROOM, 101 W. JEFFERSON STREET, PHOENIX, ARIZONA 85003**

Deadline for submittal of questions, 2:00 P.M., August 13, 2002 Questions shall be submitted in written form to Pollie Coons via fax (602-506-5957.) Written responses to all questions properly submitted will be completed and delivered by FAX to all participants no later than Friday, August 16, 2002, close of business. Perspective vendors are encouraged to submit any written questions prior to the pre-proposal conference.

15.3 INQUIRIES:

All inquiries concerning information contained herein shall be addressed to:

SUPERIOR COURT PURCHASING

ATTN: Court Procurement

125 West Washington, Ground Level

Phoenix, Arizona 85003

Administrative telephone inquiries shall be addressed to:

Pollie Coons, Procurement Specialist (602) 506-8124

Technical Telephone inquiries shall be addressed to:

Kim O'Connor, Adult Probation (602) 506-3323

Inquiries may be submitted by telephone but must be followed up in writing. No oral communication is binding on Superior Court.

15.4 CHANGE ORDERS:

Superior Court may institute changes or modifications to the specifications and will notify all participants by an addendum to this Request for Proposal.

15.5 NON-COLLUSION:

The Contractor expressly warrants and certifies that neither the Contractor nor its employees or associates has directly or indirectly entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive bidding in conjunction with this proposal.

15.6 COVENANT AGAINST CONTINGENT FEES:

The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona-fide employees or bona-fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach of violation of this warranty, the Court shall have the right to terminate this Agreement in accordance with the termination clause, and at its sole discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

15.7 FINANCIAL STATUS:

All vendors shall make available upon request a current audited financial statement, a current audited financial report, or a copy of a current federal income tax return. Failure or refusal to provide this information within five (5) business days after communication of the request by the County shall be sufficient grounds for the Court to reject a bid or proposal, and/or to declare a vendor non-responsive and/or non-responsible, as those terms are defined in the Judicial Procurement Code.

If a vendor is currently involved in an ongoing bankruptcy as a debtor, or in a reorganization, liquidation, or dissolution proceeding, or if a trustee or receiver has been appointed over all or a substantial portion of the property of the vendor under federal bankruptcy law or any state insolvency law, the vendor must provide the Court with that information as part of its bid/proposal/quote. The Court may consider that information during evaluation of the bid/proposal/quote. The Court reserves the right to take any action available to it if it discovers a failure to provide such information to the Court is a bid/proposal/quote, including, but not limited to, determination that the vendor should be declared non-responsible and/or non-responsive, and suspension or debarment of the vendor, as those terms are defined in the Judicial Procurement Code.

By submitting a bid/proposal/quote in response to this solicitation, the vendor agrees that, if, during the term of any contract it has with the Court, it becomes involved as a debtor in a bankruptcy proceeding, or becomes involved in a reorganization, dissolution or liquidation proceeding, or if a trustee or receiver is appointed over all or a substantial portion of the property of the vendor under federal bankruptcy law or any state insolvency law, the vendor will immediately provide the Court with a written notice to that effect, and will provide the Court with any relevant information it requests to determine whether the vendor will meet its obligations to the Court.

15.8 NON-DISCRIMINATION:

The Contractor shall comply with Executive Order 99-4, which mandates that all persons, regardless of race, color, religion, sex, age, national origin or political affiliation, shall have equal access to employment opportunities, and all other applicable State and Federal employment laws, rules, and regulations, including the Americans with Disabilities Act. The Contractor shall take affirmative action to ensure that applicants for employment and employees are not discriminated against due to race, creed, color, religion, sex, national origin or disability.

15.9 COMPLIANCE WITH THE IMMIGRATION REFORM AND CONTROL ACT OF 1986 (IRCA) REQUIRED:

Contractor understands and acknowledges the applicability of the IRCA. Contractor agrees to comply with the IRCA in performing under this Agreement and to permit Court inspection of personnel records to verify such compliance.

15.10 REFERENCES:

Vendors must provide at least **three (3)** written statements from professional references that can address the experience and reputation of the Offeror, stating the length of the association, the nature of the relationship, and the name, address, and telephone number of each reference. Do **not** use the Maricopa County MCAPD or its employees as a reference. Preference in awarding this Contract may be given to Contractors furnishing government accounts similar in size to Maricopa County.

15.11 INCURRING COSTS:

The Court is not responsible for any costs incurred in preparing this proposal, including the acquisition of supplies and/or personnel until a contract is awarded by the Presiding Judge of the Superior Court of Maricopa County.

15.12 PROPRIETARY INFORMATION:

Proprietary information submitted by a vendor for this proposal shall remain confidential as permitted by law or regulation.

15.13 PUBLIC RECORD:

All information submitted relating to this proposal, except for proprietary information, shall become part of the public record.

15.14 REJECTION OF PROPOSALS:

Maricopa County reserves the right to reject any, and all, proposals received in response to this proposal as determined to be in the best interests of the County.

15.15 VENDOR WITHDRAWAL:

If, at any time prior to the opening of this proposal a vendor decides to withdraw its proposal, that vendor shall give written notice to the Purchasing Administrator, Superior Court of Arizona, 125 W. Washington, Ground Level, Phoenix, Arizona 85003.

15.16 MBE/WBE PARTICIPATION:

Vendors submitting proposals are encouraged to solicit MBE/WBE participation on this contract. A list of certified MBE/WBE enterprises may be obtained on the Maricopa County Website <http://www.maricopa.gov/materials/info/links.asp> Please indicate in your proposal response MBE/WBE areas of involvement for monitoring purposes.

15.17 PROCUREMENT AUTHORITY:

The Judicial Procurement Code, Administrative Order 2000-71 ("The Code") governs this procurement and is incorporated by this reference. Any protest concerning this request for proposals must be filed with the Procurement Officer in accordance with Section 6.38, page 20. In addition to all other remedies at Law or Equity, the Court may offset from any money due to the bidder any amounts bidder owes to the Court for damages resulting from breach or deficiencies in performance under this contract.

16.0 INSTRUCTIONS FOR PROPOSAL:

16.1 INSTRUCTIONS FOR PREPARING AND SUBMITTING PROPOSALS:

Proposers are to provide one- (1) original (labeled) and **SIX (6)** copies of their proposal. **Proposers are to address proposals identified with proposal number, title and return address to Superior Court Purchasing 125 West Washington, Ground Level Phoenix, Arizona 85003.** A corporate official who has been authorized to make such commitments must sign proposals

16.2 EXCEPTIONS TO THE PROPOSAL SOLICITATION:

The Contractor will identify and list all exceptions taken to all sections of E-4-RFP and list these exceptions referencing the section (paragraph) where the exception exists and then identify the exceptions and the proposed wording for the contractors exception. The Contractor will list these exceptions in the Best and Final Proposal under the heading "Exception to the Proposal Solicitation, E-4". Exceptions that surface elsewhere and that do not also appear under the heading "Exception to the Proposal Solicitation, E-4-RFP", shall be considered invalid and void and of no contractual significance.

The Court reserves the right to reject, render the proposal non-responsive, enter into negotiation on any of the contractor exceptions, or accept them outright.

16.3 GENERAL:

The Proposal submitted should be specific and complete in every detail. It should be practical and should be prepared simply and economically, providing a straight forward, concise delineation of capabilities to satisfactorily perform the contract being sought.

The vendor should not necessarily limit the proposal to the performance of the services in accordance with this document but should outline any additional services and their costs if the vendor deems them necessary to accomplish the program.

16.4 FORMAT AND CONTENT:

It is essential that documentation of education and licensure/certification be provided. If copies of diplomas and current licenses/certifications are not submitted to document that the minimum credentials in these areas are met, the proposal will not be scored.

To aid in evaluation, it is desired that all proposals follow the same general format. The proposals are to be submitted in THREE RING BINDERS (Do not spiral bind or use any other type of report cover). Sections should be tabbed as below.

- 16.4.1 Letter of Transmittal (Attachment A)
- 16.4.2 Table of Contents
- 16.4.3 Short introduction indicating **Areas of Service** to be provided and the general approach utilized in the proposal (no more than 1 page)
- 16.4.4 A separate section for each **Area of Service** to be provided (to include the information specified below)
- 16.4.5 Personnel Qualification (Resumes, Certifications, Diplomas)
- 16.4.6 Pricing
- 16.4.7 Proposal Exceptions
- 16.4.8 Letters of reference – written statements from **three (3)** professional references that can address the experience and reputation of the Offeror, stating the length of the association, the nature of the relationship, and the name, address, and telephone number of each reference. Do **not** use the MCAPD or its employees as a reference.
- 16.4.9 Provider questionnaire (see Attachment B)

16.5 The following information is to be provided for the specific **Areas of Service** the Offeror will provide:

- 16.5.1 Your proposal should contain a statement of all the programs and services proposed including conclusions and generalized recommendations.
- 16.5.2 Proposals should be all-inclusive detailing your best offer. Additional related services should be incorporated into the proposal if applicable.

16.6 Applicants are to limit their proposal response to a maximum of 10 pages per treatment modality. Attachments regarding staff credentials and other supportive documentation may be attached, but discretion should be used in the quality and quantity of submitted attachments. Emphasis of response is to be on program design and

delivery plan pertinent to proposal specifications. Other requirements should be addressed with a simple statement re: plan for satisfying requirements (respondents can use bullet statements.) **Please respond to EVERY RFP item, no “blanket” statements will be accepted.**

- 16.7 Providers are to supply space for programming in community settings outside of MCAPD buildings. Please describe your office space(s). The Court reserves the right to conduct site visits of any locations listed as operational in the RFP.
- 16.8 Contract awards will be based on competitive proposal based on the current market rate as determined by Arizona State allocation. **No awards will be made in excess of current state contracted rates for comparable services.** Applicants are to proposal for services on a cost per hour basis. Cost for service is to include participant co-pay amount and MCAPD supplement. MCAPD supplement satisfies service costs accrued in excess of participant contribution for **group activity only**. Group preparation, supplementary individual counseling, and documentation time is considered part of the hourly group rate per participant.
- 16.9 The contract period will begin effective award date.
- 16.10 Award will be made individually or as a whole depending on requirements of the Court.
- 16.11 Applicants may respond to this RFP for any or all-specific service types. Awards will be made accordingly.

17 EVALUATION FACTORS:

17.1 GENERAL:

The following guidelines will be used in analyzing and evaluating this proposal. Although price will be a factor in proposal evaluation, it is specifically a consideration of secondary importance to the needs identified in the proposal. The Court reserves the right to accept other than the lowest price proposal.

A committee composed of various Superior Court departments and others will evaluate proposals. Requests for presentations or clarification of portions of the proposals may be considered. A summary evaluation will be prepared by this committee with an objective ranking of the proposals.

17.2 AWARD OF CONTRACT:

Contracts awarded pursuant to the provisions of this section will not be solely on price, but will include and be limited to evaluation criteria listed in the proposal. The contract will be awarded by the Presiding Judge of the Superior Court to a qualified firm at compensation determined to be fair and reasonable considering budgetary limitations, scope, complexity and the nature of goods and/or services. The proposal may be awarded in whole, by section, or geographic area as required.

17.3 COMPETITIVE NEGOTIATION:

Proposals should follow format per paragraph 13.4. At the Court's option, proposing firms may be invited to make presentations to the Evaluation Committee. Negotiations may be conducted, as needed, with the highest rated proposer.

17.4 BASIC EVALUATION PROCEDURE:

- Step 1 Review of all Proposals to conformance of this RFP.
- Step 2 The elimination of all proposals, which deviate, substantially from the basic intent of the proposal.
- Step 3 An assessment of the remaining proposers.

- Step 4 Verification of vendor references.
- Step 5 Oral presentations to supplement the proposal, for the purpose of clarification, may be required of selected vendors. The time and place for oral presentations will be announced at a later date, if such a presentation is required.
- Step 6 Evaluation of costs to the Court.
- Step 7 Capability of the vendor to participate in this particular program, including eligibility based on the vendor's financial stability and viability.
- Step 8 Tabulation and recommendation of potential vendor.

17.5 EVALUATION OF PROPOSAL: SELECTION FACTORS

A proposal analysis committee shall be appointed, chaired by the Court Procurement Office to evaluate each proposal and prepare a scoring of each proposal to the responses as solicited in the original request:

The vendor's offering in each **Area of Service** will be evaluated separately.

- 17.5.1 Proven Skills, Technical Competence and Relevant Experience.
- 17.5.2 Approach and Plan
- 17.5.3 Service Philosophy
- 17.5.3 Cost of Services
- 17.5.4 Credentials of Counseling and Management Staff
- 17.5.5 Quality and Completeness of Proposal

LETTER OF TRANSMITTAL

(To be typed on the letterhead of Provider(s))

Superior Court Purchasing Department
125 W. Washington
Ground Level
Phoenix, Arizona 85003

Re: Adult Probation Substance Abuse Treatment Provider(s)

To Whom It May Concern:

The undersigned, _____ (herein referred to as the "Provider"), hereby submits its response to your Request for Quotation dated _____, and agrees to supply and furnish to you, all in accordance with the terms and specifications and conditions that are detailed in said Request for Quotation as set forth in the attachment hereto.

Provider(s) hereby acknowledges and recognizes that if this proposal is accepted by Maricopa County Adult Probation, such acceptance will form a contract, and that Provider(s) shall thereupon be contractually obligated to carry out its responsibilities respecting the services hereinabove described. Further, Provider(s) recognizes that failure to furnish such goods and services will result in liability to the Court as specified in the aforementioned Request for Proposal.

Kindly advise this in writing on or before _____ if you should desire to accept this request for qualifications.

Very truly yours,

Provider _____ Reader _____ Date _____ Attachment #B

PROVIDER QUESTIONNAIRE

Provider Minimum Criteria:

Does this program provide services in a culturally competent manner?	Yes	No
Does this agency agree to perform MCAPD background checks for all direct service personnel prior to exposure to MCAPD clientele?	Yes	No
This agency has space rented/owned for supplying services.	Yes	No
Administrative Requirements		
Does this agency agree to inspections/audits via the Administrative Office of the Courts (AOC) and/or MCAPD Contract Oversight Administrators (COA's)?	Yes	No
Does this agency have a Master's or Ph.D. level Licensed or Certified Behavioral Health Professional who provides documented clinical supervision for direct counseling staff?	Yes	No
Are copies of resumes, licensure or certification certificates, and college degrees for each person who will be providing direct services to Adult Probation counseling referrals included with this RFP response?	Yes	No
Does this agency agree to send a representative to a minimum of one MCAPD steering committee meeting per quarter?	Yes	No
Does this agency agree to have direct services staff attend one in-service training per contract year provided at the expense of MCAPD?	Yes	No
If this agency subcontracts for services, does your agency agree to comply with subcontracting requirements and are subcontractors in agreement with audits/inspections by the Administrative Office of the Courts and/or MCAPD Contract Oversight Administrators?	Yes	No
Does this agency agree to notify MCAPD of any and all material changes to personnel and program content related to the service contract within 48 hours of predicted or actualized changes?	Yes	No
Will this agency agree to have offenders sign an agreement of non-confidentiality (Release of Information) to/from MCAPD?	Yes	No
Does this agency agree to remediate clients prior to discharging them from the program?	Yes	No
Will your agency document co-pay fees as per MCAPD procedures?	Yes	No
Does this agency agree to submit billing statements monthly based on MCAPD procedures?	Yes	No
Will this agency document offender attendance at sessions/activities & submit copies of attendance records with billing statements?	Yes	No
Will counselors or identified agency staff contact an offender's probation officer within 24 hours of a missed session?	Yes	No
Does your agency agree to have MCAPD staff randomly attend group sessions?	Yes	No
Does this agency agree to submit monthly or more often, if requested, progress notes for each client?	Yes	No
Will this agency submit statistical reports to MCAPD personnel identifying offender demographics, outcomes, etc. as requested by MCAPD?	Yes	No
Will this agency agree to make available all MCAPD client related records for random audit purposes?	Yes	No
When client termination from group is determined necessary, will this agency agree to submit a discharge summary to identified MCAPD staff, within five (5) working days of dismissal?	Yes	No

Clinical Preferences:

Does this agency have programming in a language other than English?	Yes	No
Does this agency provide programming for substance abusing clients with mental illness problems?	Yes	No
Will this agency agree to develop individualized treatment plans for each offender in treatment and generalized treatment plans for clients involved in other treatment modalities?	Yes	No
Will a full curriculum for each modality be submitted to MCAPD COA staff by September, 2002?	Yes	No

PRICING
ATTACHMENT C

SUBSTANCE ABUSE EDUCATION:

GROUP ACTIVITY		
INDIVIDUAL/GROUP TREATMENT	\$	PER SERVICE HOUR

SUBSTANCE ABUSE TREATMENT:

GROUP ACTIVITY		
INDIVIDUAL/GROUP TREATMENT	\$	PER SERVICE HOUR

MOTIVATIONAL ENHANCEMENT	\$	PER SERVICE HOUR

LAPSE/RELAPSE PREVENTION	\$	PER SERVICE HOUR